

☐ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.);

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT	
PLAINTIFF		DEFENDANT	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
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4			
5			

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
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EXHIBIT “1”

9:55



X Invoice.pdf



MAREE
721 Main St
Layton, UT 84041
+1 8556273323
rice@mareeco.com



BILL TO
Giannis Antetokounmpo

INVOICE 014821

DATE 04/14/2023 TERMS Due on receipt

DUE DATE 04/14/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Mariah & Giannis		1	0.00	0.00
Plush Empereur Mattress 1.2	Plush Empereur Mattress 1.2 Double-Sided Mattress	1	5,588.00	5,588.00
Plush Empereur 3* Topper	Plush Empereur 3* Topper	1	2,490.00	2,490.00
Vertical Channel Altered Chateau Empereur Headboard w/ Footrail & Side rails	Vertical Channel Altered Chateau Empereur w/ Footrail & Side rails	1	12,550.00	12,550.00
Box Springs Empereur (Serene/Bliss/Plush)	Box Springs Empereur (Serene/Bliss/Plush)	1	3,015.00	3,015.00
MAREE Classic 600 TC Empereur Duvet Cover	MAREE Classic 600 TC Empereur Duvet Cover Color: TBD	2	990.00	1,980.00
MAREE Classic 600 TC Empereur Linen Set	MAREE Classic 600 Thread Count Empereur Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	780.00	1,560.00
MAREE Mulberry Silk Summer Season Duvet Insert Empereur	MAREE Mulberry Silk Summer Season Duvet Insert Empereur	1	1,640.00	1,640.00
MAREE Classic Mattress Protector Empereur	MAREE Classic Empereur Mattress Protector	2	375.00	750.00
KOSTAS		1	0.00	0.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Button Tufted Grand Headboard (6HT) w/Footrail & Siderails	Button Tufted Grand Headboard (6HT) w/Footrail & Siderails Side Rails 6'7"W x 7'L Color: Luxury Pearl	1	5,500.00	5,500.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm 6'7"W x 7'L	1	3,575.00	3,575.00
Plush Grand 3* Topper	Plush Grand 3* Topper 6'7"W x 7'L	1	1,820.00	1,820.00
MAREE Classic 600 TC Grand Linen Set	MAREE Classic 600 TC Grand Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	675.00	1,350.00
MAREE Classic 600 TC Grand Duvet Cover	MAREE Classic 600 TC Grand Duvet Cover Color: TBD	2	600.00	1,200.00
MAREE Classic Duvet Insert Like Down Grand	MAREE Classic Duvet Insert Like Down Grand	1	550.00	550.00
ALEX		1	0.00	0.00
Wingback Grand Headboard (6 HT) w/ Footrail & Side rails 7'W x 8'L	Wingback Grand Headboard (6 HT) w/ Footrail & Side rails 6'7" W x 7'L	1	5,500.00	5,500.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm	1	3,575.00	3,575.00

Button Tufted Grand Headboard (6HT) w/Footrail & Siderails	Button Tufted Grand Headboard (6HT) w/Footrail & Siderails Side Rails 6'7"W x 7'L Color: Luxury Pearl	1	5,500.00	5,500.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm 6'7"W x 7'L	1	3,575.00	3,575.00
Plush Grand 3* Topper	Plush Grand 3* Topper 6'7"W x 7'L	1	1,820.00	1,820.00
MAREE Classic 600 TC Grand Linen Set	MAREE Classic 600 TC Grand Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	675.00	1,350.00
MAREE Classic 600 TC Grand Duvet Cover	MAREE Classic 600 TC Grand Duvet Cover Color: TBD	2	600.00	1,200.00
MAREE Classic Duvet Insert Like Down Grand	MAREE Classic Duvet Insert Like Down Grand	1	550.00	550.00

ALEX		1	0.00	0.00
Wingback Grand Headboard (6 HT) w/ Footrail & Side rails 7'W x 8'L	Wingback Grand Headboard (6 HT) w/ Footrail & Side rails 6'7" W x 7'L	1	5,500.00	5,500.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm 6'7"W x 7'L	1	3,575.00	3,575.00
Plush Grand 3* Topper	Plush Grand 3* Topper 6'7"W x 7'L	1	1,820.00	1,820.00
MAREE Classic 600 TC Grand Linen Set	MAREE Classic 600 TC Grand Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	675.00	1,350.00
MAREE Classic 600 TC Grand Duvet Cover	MAREE Classic 600 TC Grand Duvet Cover Color: TBD	2	600.00	1,200.00
MAREE Classic Duvet Insert Like Down Grand	MAREE Classic Duvet Insert Like Down Grand	1	550.00	550.00

THANASIS		1	0.00	0.00
Boxcar Grand Headboard (6 HT) w/ Footrail & Side rails 7'W x 8'L	Boxcar Grand Headboard w/ Footrail & Side rails 6'7"L x 6'7"W Leather: Color TBD	1	7,550.00	7,550.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm 6'7"L x 6'7"W	1	3,575.00	3,575.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Plush Grand 3* Topper	Plush Grand 3* Topper 6'7"L x 6'7"W	1	1,820.00	1,820.00
MAREE Classic 600 TC Grand Linen Set	MAREE Classic 600 TC Grand Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	675.00	1,350.00
MAREE Classic 600 TC Grand Duvet Cover	MAREE Classic 600 TC Grand Duvet Cover Color: TBD	2	600.00	1,200.00
MAREE Classic Duvet Insert Like Down Grand	MAREE Classic Duvet Insert Like Down Grand	1	550.00	550.00

Mom		1	0.00	0.00
Chateau Grand Headboard (6HT) w/ Footrail & Side rails 7'W x 8'L	Chateau Grand Headboard (6HT) w/ Footrail & Side rails 6'7"W x 7'L	1	9,900.00	9,900.00
Plush Grand Mattress 1.2	Plush Grand Mattress 1.2 Double-Sided, Medium-Firm 6'7"W x 7'L	1	3,575.00	3,575.00
Plush Grand 3* Topper	Plush Grand 3* Topper 6'7"W x 7'L	1	1,820.00	1,820.00
MAREE Classic 600 TC Grand Linen Set	MAREE Classic 600 TC Grand Linen Set (includes Fitted, Flat Sheets & Pair of King Cases) Color: TBD	2	675.00	1,350.00
MAREE Classic 600 TC Grand Duvet Cover	MAREE Classic 600 TC Grand Duvet Cover Color: TBD	2	600.00	1,200.00
MAREE Classic Duvet Insert Like Down Grand	MAREE Classic Duvet Insert Like Down Grand	1	550.00	550.00

Please note: orders are not subject to cancellation, refund, or
exchange. Shipping and installation not included, but will
provide several quotes and most economical options available
asap.

SUBTOTAL	92,003.00
DISCOUNT 25%	-23,000.75
TAX	5,002.86
TOTAL	74,004.91
TOTAL DUE	USD 74,004.91

EXHIBIT “2”



PARDALIS & NOHAVICKA, LLP
ATTORNEYS

July 31, 2023

VIA E-MAIL AND FIRST CLASS MAIL

Maree Inc.
ATTN: Erica Gleaton
240 N. East Promontory, STE 200
Farmington, UT 84025
erica@mareeco.com

**Re: Giannis Antetokounmpo v Erica Gleaton and Maree Inc.
Notice of Breach of Contract, Demand for Refund and Notice of Claim**

Dear Ms. Gleaton,

This law firm represents Giannis Antetokounmpo (“Mr. Antetokounmpo”) in the matter of the undelivered custom beds and related issues that have arisen from your business transactions. We are writing to demand the immediate delivery of the ordered beds or the full refund of the purchase amount, totaling over **\$95,391.65** and the payment of the agreed-upon shipping charges.

Mr. Antetokounmpo placed an order with Maree Inc. (“Maree”) for custom beds with the understanding that the total purchase price included the cost of shipping. Despite multiple assurances from your end, the beds have not been delivered, and your refusal to communicate further with Mr. Antetokounmpo has caused significant distress and inconvenience.

The situation has been exacerbated by the discrepancies in shipping weight provided to Mentfield Logistics UK Ltd (“Mentfield”), resulting in a discrepancy of 400 kilograms and preventing the airline from transporting the items in the last shipment, which was expected to arrive in Athens on Monday, July 31, 2023. Your lack of responsibility in this matter has only delayed the shipping process further.

Furthermore, your statements to Mentfield that you will only pay for the first of the four shipments, expecting Mr. Antetokounmpo to pay for the remaining three, is in direct contradiction to your initial agreement with our client.

The specific issues are as follows:

1. **Failure to Deliver Goods:** The ordered beds have not been delivered in breach of any agreement, and you have ceased communication regarding this issue.
2. **Misrepresentation of Shipping Weight:** Incorrect information provided to Mentfield has led to delays and additional expenses.
3. **Unilateral Change of Terms:** Your decision to pay for only one of the four shipments directly conflicts with the original agreement with Mr. Antetokounmpo.

Given the above, we demand the full refund of the purchase price of over **\$95,391.65**.

Please respond in writing within 48 hours of receiving this letter. Failure to comply with this demand may result in legal action being taken against you, without further notice. This may include a claim for breach of contract, misrepresentation, and any other applicable legal remedies.

LITIGATION HOLD: You are required to preserve documents and information relating to your allegations and the dispute mentioned in this notice. All individuals in possession of potentially relevant information are under legal obligation to immediately preserve the documents wherever located and in whatever form, including both hard copy and in electronic form. You are to immediately suspend the deletion, overriding or any other destruction of electronic information and communications relevant to the lawsuit. Any electronic information that is generated after this date must also be preserved. These obligations remain in effect until you have received a subsequent written notice that this litigation hold has been updated, modified, or released. Failure to preserve documents and information relating to this dispute may expose you to sanctions and/or legal liability.

This letter is not an exhaustive statement of Mr. Antetokounmpo's rights, remedies, claims, or defenses, all of which are expressly reserved.

Kindly note that nothing in this letter should be construed as a waiver, relinquishment or election of rights and remedies. We reserve all rights and remedies under all applicable Federal and State laws. If you, or your attorney(s), wish to discuss this matter or proceed to arbitration, please contact the undersigned.

Sincerely,

PARDALIS & NOHAVICKA, LLP

By: _____

Taso Pardalis, Esq.
950 Third Avenue, 11th Floor
New York, New York 10022
Tel: (212) 213-8511
Fax: (347) 897-0094
Taso@pnlawyers.com

EXHIBIT “3”



PARDALIS & NOHAVICKA, LLP
ATTORNEYS

August 24, 2023

VIA FIRST-CLASS & ELECTRONIC MAIL

[joshua@irvine-legal.com]

Joshua Irvine, Esq.
IRVINE LEGAL
2650 Washington Boulevard, Suite 103
Ogden, UT 84401

Re: *Giannis Antetokounmpo v. Erica Gleaton & Maree Inc.*
PN File No.: 23ANTE081

To Mr. Irvine:

Please be advised that this firm represents Giannis Antetokounmpo (“Mr. Antetokounmpo” or “our Client”). This response is being sent on Mr. Antetokounmpo’s behalf in connection with issues arising from his transaction with your client(s), Erica Gleaton and/or Maree Inc., for the purchase of certain furniture (the “Products”). Accordingly, please direct all correspondence with respect to the above-mentioned subject matter to the attention of this firm.

It is both disappointing and legally untenable to witness the disparity between what was agreed upon between our respective clients and the products that were ultimately (and unsatisfactorily) delivered. The events detailed herein, supported by the facts enumerated in our prior notice to Ms. Gleaton and her business, underscoring a series of egregious mistakes, blatant oversights, and questionable business.

On April 14, 2023, Mr. Antetokounmpo, for himself and his family, purchased what he believed would be “custom made” beds and furniture for a total amount of Seventy-Four Thousand Four Dollars and Ninety-One Cent (\$74,004.91), which amount was paid to Ms. Gleaton and Maree Inc. on April 28th. Since then, and as a result of Ms. Gleaton and Maree Inc.’s actions, our Client has also incurred additional costs for import and “value added” taxes, which as of today’s date total Twenty-One Thousand Three hundred Eighty-Six Dollars and Seventy-Four Cents (\$21,386.74).

Since payment at the end of April of 2023, our Client’s representatives (primarily Mr. Dylan Wondra) and Ms. Gleaton engaged in various discussions pertaining to the Products and

how their manufacture and delivery was delayed. Notwithstanding Ms. Gleaton and Maree Inc.'s multiple, consistent representations that the Products would be delivered, as ordered and in proper form, they were not. Additionally, since the eruption of this transaction into a dispute became apparent, Ms. Gleaton refused to discuss the Products with our Client (including his representatives), causing significant stress and inconvenience, and only exacerbating tensions between the parties.

As noted in our prior correspondence, this situation was *worsened* by the four-hundred-kilogram (400 kg) discrepancy between the Products' weight, as provided to Mentfield Logistics UK Ltd ("Mentfield") and the items that ultimately arrived in Athens on July 31, 2023. Our Client was not only deprived of any relevant quotes and opportunity to authorize the shipping company to be used, as was promised in discussions with Ms. Gleaton and Maree Inc., but when he attempted to contact Ms. Gleaton to address, and hopefully resolve, this matter, his calls went unanswered and un-responded-to.

Furthermore, it has also come to our and our Client's attention that Ms. Gleaton and Maree Inc. have used Mr. Antetokounmpo's image to promote their business without any license or authorization, or even informal permission, to do so. *See Exhibit A annexed hereto.*

To-date, our Client has only received eleven (11) of the forty-three (43) total items ordered, and, in light of your clients' unresponsiveness, overall conduct, and failure to remedy this matter, is hereby demanding **full refund in the amount of \$95,391.65,¹ as well as any associated shipping charges incurred and covered by our Client.** Payment of this refund should be made no later than three (3) business days hereof.

Our client is prepared to explore any and all remedies necessary to fully settle and resolve this matter and protect its rights and reputation, including (among other things) legal action for breach of contract, fraudulent misrepresentation, and any other available remedies at law or in equity. Failure to respond and issue the demanded refund by the close of business on Tuesday, August 29, 2023, shall be deemed an election by your client(s) to proceed with litigating this matter.

Finally, you (and your client(s)) are once again put on notice that you are required to preserve all documents and information, including electronic source information ("ESI") relating to the matters referenced in this notice. All individuals in possession of potentially relevant information are under This legal obligation to immediately preserve such documents and information extends to all individuals in possession of, or who may have knowledge of, the same. As such you are to immediately suspend the deletion, overriding, or any other destruction any such documents and information. Likewise, any new electronic information that is generated after this date must also be preserved. Your failure to preserve documents and information relating to these

¹ This total represents \$74,004.91 payment made by our Client on April 28th and the \$21,386.74 in import and "value added" taxes and fees incurred by our Client, to-date.

matters may expose you to sanctions and/or legal liability in addition to any liability related to the claims at the core of this demand.

Nothing contained in this letter is intended to, or shall, be construed as a waiver of any of our Client's rights, claims, or remedies in connection with this or any other related matter, all of which are hereby expressly reserved. We look forward to your cooperation in this matter.

Be guided accordingly,

PARDALIS & NOHAVICKA, LLP

By: /s/ Taso Pardalis
 Taso Pardalis, Esq.
 950 Third Avenue, 11th Floor
 New York, NY 10022
 Tel: (212) 213-8511
 Email: taso@pnlawyers.com
 orion@pnlawyers.com (cc)

EXHIBIT A

This image was posted to Maree Inc.’s official Instagram account via an “in-feed post” without our Client’s awareness or permission for the use of his image.